

<i>SERFF Tracking Number:</i>	<i>TPCI-125848881</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>PHL Variable Insurance Company</i>	<i>State Tracking Number:</i>	<i>40729</i>
<i>Company Tracking Number:</i>	<i>VASP-ENH2</i>		
<i>TOI:</i>	<i>A03I Individual Annuities - Deferred Variable</i>	<i>Sub-TOI:</i>	<i>A03I.002 Flexible Premium</i>
<i>Product Name:</i>	<i>Bonus Annuity II</i>		
<i>Project Name/Number:</i>	<i>/</i>		

Filing at a Glance

Company: PHL Variable Insurance Company

Product Name: Bonus Annuity II

TOI: A03I Individual Annuities - Deferred
Variable

Sub-TOI: A03I.002 Flexible Premium

Filing Type: Form

SERFF Tr Num: TPCI-125848881

SERFF Status: Closed

Co Tr Num: VASP-ENH2

Co Status:

Authors: Peter Scavongelli, Scott

Zweig, Joseph Bonfitto, Marilyn

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Slater, James Bronsdon, Kathleen

Underwood, Jean Bulger

Date Submitted: 10/30/2008

State: ArkansasLH

State Tr Num: 40729

State Status: Approved-Closed

Reviewer(s): Linda Bird

Disposition Date: 10/31/2008

Disposition Status: Approved

Implementation Date:

Implementation Date Requested: On Approval

State Filing Description:

General Information

Project Name:

Project Number:

Requested Filing Mode: Review & Approval

Explanation for Combination/Other:

Submission Type: New Submission

Overall Rate Impact:

Filing Status Changed: 10/31/2008

State Status Changed: 10/31/2008

Corresponding Filing Tracking Number:

Filing Description:

Please see cover letter

Status of Filing in Domicile: Pending

Date Approved in Domicile:

Domicile Status Comments:

Market Type: Individual

Group Market Size:

Group Market Type:

Deemer Date:

SERFF Tracking Number: TPCI-125848881 State: Arkansas
Filing Company: PHL Variable Insurance Company State Tracking Number: 40729
Company Tracking Number: VASP-ENH2
TOI: A03I Individual Annuities - Deferred Variable Sub-TOI: A03I.002 Flexible Premium
Product Name: Bonus Annuity II
Project Name/Number: /

Company and Contact

Filing Contact Information

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One American Row (860) 403-5951 [Phone]
Hartford, CT 06102 (860) 403-7252[FAX]

Filing Company Information

PHL Variable Insurance Company CoCode: 93548 State of Domicile: Connecticut
One American Row Group Code: 403 Company Type: Life Insurance and
Annuities
Hartford, CT 06102 Group Name: State ID Number:
(860) 403-5000 ext. [Phone] FEIN Number: 06-1045829

Filing Fees

Fee Required? Yes
Fee Amount: \$20.00
Retaliatory? No
Fee Explanation: \$20.00 - endorsement
Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
PHL Variable Insurance Company	\$20.00	10/30/2008	23582227

SERFF Tracking Number:	TPCI-125848881	State:	Arkansas
Filing Company:	PHL Variable Insurance Company	State Tracking Number:	40729
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TOI:	A03I Individual Annuities - Deferred Variable	Sub-TOI:	A03I.002 Flexible Premium
Product Name:	Bonus Annuity II		
Project Name/Number:	/		

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Linda Bird	10/31/2008	10/31/2008

<i>SERFF Tracking Number:</i>	<i>TPCI-125848881</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>PHL Variable Insurance Company</i>	<i>State Tracking Number:</i>	<i>40729</i>
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<i>TOI:</i>	<i>A03I Individual Annuities - Deferred Variable</i>	<i>Sub-TOI:</i>	<i>A03I.002 Flexible Premium</i>
<i>Product Name:</i>	<i>Bonus Annuity II</i>		
<i>Project Name/Number:</i>	<i>/</i>		

Disposition

Disposition Date: 10/31/2008

Implementation Date:

Status: Approved

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: TPCI-125848881 State: Arkansas

Filing Company: PHL Variable Insurance Company State Tracking Number: 40729

Company Tracking Number: VASP-ENH2

TOI: A03I Individual Annuities - Deferred Variable Sub-TOI: A03I.002 Flexible Premium

Product Name: Bonus Annuity II

Project Name/Number: /

Item Type	Item Name	Item Status	Public Access
Supporting Document	Certification/Notice		Yes
Supporting Document	Application		Yes
Supporting Document	Life & Annuity - Acturial Memo		No
Supporting Document	Cover Letter		Yes
Supporting Document	Statement of Variability		Yes
Form	Flexible Deferred Variable Annuity Contract Schedule Pages		Yes
Form	Flexible Deferred Variable Annuity Contract Schedule Pages		Yes
Form	Free Withdrawal Amount Endorsement		Yes
Form	Variable Annuity Contract Insert Page		Yes

SERFF Tracking Number: TPCI-125848881 State: Arkansas

Filing Company: PHL Variable Insurance Company State Tracking Number: 40729

Company Tracking Number: VASP-ENH2

TOI: A03I Individual Annuities - Deferred Variable Sub-TOI: A03I.002 Flexible Premium

Product Name: Bonus Annuity II

Project Name/Number: /

Form Schedule

Lead Form Number: VASP-ENH2

Review Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
	VASP-ENH2	Schedule Pages	Flexible Deferred Variable Annuity Contract Schedule Pages	Initial		0	VASP-ENH2 - Final 10-6-08.pdf
	VASP-STND2	Schedule Pages	Flexible Deferred Variable Annuity Contract Schedule Pages	Initial		0	VASP-STND2 - Final 10-6-08.pdf
	08FWAE	Policy/Contract/Fraternal Certificate: Amendment, Insert Page, Endorsement or Rider	Free Withdrawal Amount Endorsement	Initial		0	08FWAE - FINAL (PHLVIC).pdf
	08VA	Policy/Contract/Fraternal Certificate: Amendment, Insert Page, Endorsement or Rider	Variable Annuity Contract Insert Page	Initial		0	Insert Page - 08VA _page 14_.pdf

SECTION 1: SCHEDULE PAGES

Owner:	[John Doe]
Oldest Owner's Age:	[65]
Oldest Owner's Sex:	[Male]
Contract Number:	[13000000]
Initial Premium Payment:	[\$100,000.00]
Contract Date:	[February 1, 2006]
Maturity Date:	[February 1, 2036]
Annuitant:	[John Doe]
Annuitant Age:	[65]
Annuitant Sex:	[Male]
[Joint Annuitant:	[Jane Doe]
Joint Annuitant Age:	[65]
Joint Annuitant Sex:	[Female]]
Beneficiary:	[As specified later in this Section 1]
Death Benefit Option:	[4 – Greater of Annual Step-up or Annual Roll-up]
Maximum Annuitant Annuitization Age:	[95]
Maximum Owner Annuitization Age:	[95]
Terminal Illness Period:	[6 months]
Elimination Period	[120 days]
Maximum Guaranteed Interest Account Percentage:	[5%]
Guaranteed Minimum Interest Rate:	[2.15% for the calendar year of issue]
Minimum DCA Transfer Amounts:	
Monthly	[\$25]
Quarterly	[\$75]
Semi-Annual	[\$100]
Annual	[\$300]
GIA Transfer Limit:	[1 transfer per Contract Year]
Maximum GIA Transfer Amount	[\$1,000]
Maximum GIA Transfer Percentage	[25%]
GIA Payment Limit	[\$250,000]
Window Period:	[the 30-day period from 15 days before to 15 days after the Guarantee Period expiry date]
Minimum Withdrawal Amount:	[\$100]
Minimum Premium Payment:	[\$200]
Maximum Premium Payment:	[\$1,000,000]
Maximum Aggregate Premium Payment:	[\$5,000,000]
Assumed Investment Rate:	[4.5%]

SECTION 1: SCHEDULE PAGES (continued)

Owner: [John Doe]
Contract Number: [13000000]

Premium Allocation Schedule

[Guaranteed Interest Account:	50%
3 Year Guarantee Period:	25%
Money Market #122:	25%]

SECTION 1: SCHEDULE PAGES (continued)

Owner: [John Doe]
Contract Number: [13000000]

PREMIUM ENHANCEMENTS

Premium Enhancement¹: Determined in accordance with the following Premium Enhancement Table

Premium Enhancement Percentage Table

[Age of Oldest Owner on Contract Date Less than Age [70]			
[Contract Years]	[Net Cumulative Premium Payment²]		
	[up to \$100,000]	At least \$100,000, but less than \$1,000,000	\$1,000,000+
1	7.0%	7.0%	7.0%
2	7.0%	7.0%	7.0%
3	7.0%	7.0%	7.0%
4	7.0%	7.0%	7.0%
5]	7.0%	7.0%	7.0%]]

Premium Enhancement End Date: the Contract Anniversary immediately following the [Oldest Owner's/Annuitant's] [80th] birthday

Additional Enhancement Period³: [the 90 day period] measured from the Contract Date

¹ A Premium Enhancement is an amount we will credit to the Contract Value at the time the initial premium payment and each subsequent premium payment is received at our Annuity Operations Division. Premium Enhancements are not considered premium payments, but rather are always considered Earnings credited to the contract at the time of receipt of each premium payment. No Premium Enhancements, however, will be credited to the Contract Value after the Contract Anniversary immediately following the Premium Enhancement End Date (shown above). Whenever a premium payment is received, we first determine the Net Cumulative Premium Payment. The amount of each Premium Enhancement credited to the Contract Value is based on the Net Cumulative Premium Payment then in effect and the applicable Premium Enhancement Percentage in accordance with the Premium Enhancement Table shown above. Premium Enhancements are payable from our General Account.

Unless we agree otherwise, each Premium Enhancement is allocated to the Investment Options in the same ratio as the applicable premium payment is allocated.

Premium Enhancements are not considered premiums when determining certain death benefit options, as specified in Section 15, or any optional living benefit riders.

Premium Enhancements are not included in the Contract Value during the Right To Return This Contract provision, and therefore not included in the amount refunded. Premium Enhancements are not considered premiums.

² **"Net Cumulative Premium Payment"** is added, and means on the Contract Date, an amount equal to the initial premium payment. Thereafter, on each day while this contract is in force, the Net Cumulative Premium Payment is equal to the sum of all premium payments received less the sum of all Gross Withdrawals.

Under Definitions, the term **"Adjusted Premium"** means any premium payment or Premium Enhancement allocated to the Guaranteed Interest Account or Market Value Adjusted Account, as adjusted to include any interest credited on and any contract charges or withdrawals deducted from such premium payment.

Under Definitions, the term **"Net Contract Value"** means the Contract Value less the value of any Premium Enhancements.

SECTION 1: SCHEDULE PAGES (continued)

Owner: [John Doe]
Contract Number: [13000000]

³ Premium payments received during the Additional Enhancement Period will be aggregated for purposes of determining the applicable Premium Enhancement Percentage. If no withdrawals have been made, and a premium payment received during the Additional Enhancement Period results in the aggregate of all premium payments received during such period to qualify for a higher Premium Enhancement Percentage, then the applicable next higher Premium Enhancement Percentage will apply to that specific premium payment. Such specific premium payment is referred to as the Trigger Premium. Each premium payment received after the Trigger Premium during the Additional Enhancement Period will also qualify for the applicable next higher Premium Enhancement Percentage. Furthermore, during the Additional Enhancement Period, any premium payments received prior to the Trigger Premium will qualify for an increase in the Premium Enhancement Percentage. Such increase is equal to A minus B, where:

A = the applicable higher Premium Enhancement Percentage as a consequence of aggregating premiums; and

B = the actual Premium Enhancement Percentage previously applied including any previous increases to that percentage.

Such increase will be effective on the date of receipt of the Trigger Premium. If any withdrawals have been made during the Additional Enhancement Period, we will continue to determine the applicable Premium Enhancement Percentage as specified above, except that any premium payments received prior to the Trigger Premium will not qualify for an increase in the Premium Enhancement Percentage.

Under Definitions, the term “**Gross Withdrawal**” means the amount deducted from the Contract Value as a consequence of your request for a withdrawal, including the requested amount, any applicable Surrender and Premium Enhancement Recapture Charges, any applicable market value adjustment, and any applicable taxes.

Under Definitions, the term “**Net Withdrawal**” means the payment you will receive as a consequence of your request for a withdrawal, provided sufficient Contract Value is available. The Net Withdrawal is equal to the Gross Withdrawal, adjusted by any market value adjustment, less any applicable Surrender and Premium Enhancement Recapture Charges, and any applicable taxes.

Premium Enhancements will be included in the determination of Accumulation Units in the same manner as premium payments.

With respect to the GIA and MVA Accounts, interest will be credited to any Premium Enhancement in the same manner as premium payments.

Prior to the Maturity Date, you may surrender your contract or withdraw a portion of your Contract Value, adjusted by any applicable market value adjustment, without a Surrender Charge or Premium Enhancement Recapture Charge, under the Nursing Home or Terminal Illness Waiver, if the conditions provided in the contract are satisfied.

When Surrender Charges are waived due to either the Nursing Home or Terminal Illness Waiver, any Premium Enhancements not previously assessed a Premium Enhancement Recapture Charge that are credited during the [12] months prior to the date of surrender or withdrawal, will be deducted from the Contract Value prior to payment of the surrender or withdrawal.

Any death benefit proceeds will be reduced by any Premium Enhancements not previously assessed a Premium Enhancement Recapture Charge credited during the [12] months prior to the date of death, unless the Spousal Continuation Option is in effect, as specified in the contract. In no situation will we recapture an amount that would result in death proceeds after recapture to be less than 100% of premium payments less “Adjusted Partial Withdrawals.

Any Premium Enhancement, not previously assessed a Premium Enhancement Recapture Charge, that is credited during the [24] months prior to election of an Annuity Payment Option, will be deducted from the Contract Value prior to calculation of annuity payments.

Item (3) of the Net Investment Factor provision in **Section 6: Separate Account and Investment Options**, has been replaced with the following:

- “3. for each calendar day in the business period subtracting from the result of ((1) divided by (2)), an amount equal to the Mortality and Expense Risk Fee plus the Daily Administrative Fee, Premium Enhancement Fee and any daily tax fee.”

SECTION 1: SCHEDULE PAGES (continued)

Owner: [John Doe]
Contract Number: [13000000]

INVESTMENT OPTION FEES

Daily Mortality and Expense Risk Fee: [0.003082% (Based on an annual rate of 1.125%)]

Daily Administrative Fee: [0.000342% (Based on an annual rate of 0.125%)]

CONTRACT CHARGES

[Tax charge: 0.00% of each premium payment]

Maximum Transfer Charge: [\$25 per transfer]

Annual Administrative Charge: [\$35. Charge is waived if Contract Value exceeds \$50,000.]

Surrender Charge: Deducted in accordance with the following
Surrender Charge Schedule*

Complete Years from receipt of each Premium Payment		Surrender Charge Percentage
[0		9%
1		9%
2		9%
3		8%
4		8%
5		7%
6		6%
7		5%
8		4%
9		3%
10+		0%]

* See Section 10 for a description of how these charges are determined.

SECTION 1: SCHEDULE PAGES (continued)

Owner: [John Doe]
Contract Number: [13000000]

PREMIUM ENHANCEMENT FEE AND RECAPTURE CHARGE

Premium Enhancement Fee¹:

Number of Contract Years	Premium Enhancement Fee Percentage
[9 Years/Lifetime]	[Not greater than 2%]

Premium Enhancement Recapture Charge²:

Deducted in accordance with the following Premium Enhancement Recapture Charge Schedule*

Complete Years from receipt of each Premium Payment	Percentage of Premium Enhancement
[0	0%
1	0%
2	0%
3	0%
4	0%
5	0%
6	0%
7	0%
8	0%
9	0%
10+	0%]

¹Premium Enhancement Fee

The Premium Enhancement fee is deducted daily in accordance with the Premium Enhancement Fee table shown above. Each Investment Option bears a pro rata share of such expense based on the proportionate value of each of the Investment Options.

²Premium Enhancement Recapture Charge

A Premium Enhancement Recapture Charge may apply to part or all Premium Enhancements credited upon surrender or withdrawal. For each withdrawal, or upon surrender, we will determine the amount of the Premium Enhancement, if any, that corresponds to the portion of the premium payments being withdrawn. Any Premium Enhancement that corresponds to the premium payments withdrawn in excess of the Free Withdrawal Amount will be subject to the Premium Enhancement Recapture Charge. The Premium Enhancement Recapture Charge will be applied against corresponding premium payments on a first-in, first-out ("FIFO") basis, based on the period of time from the date we received the corresponding premium payment to the date of withdrawal. The Premium Enhancement Recapture Charge is equal to the applicable Premium Enhancement Percentage, shown in the Premium Enhancement Percentage Table (see schedule pages), multiplied by the applicable portion of the Premium Enhancement. Item A under the Free Withdrawal Amount provision of the contract equals the sum of all premium payments not previously withdrawn that are no longer subject to Surrender or Premium Enhancement Recapture Charges. Premium Enhancement Recapture Charges are waived when the conditions under Section 14 are satisfied.

SECTION 1: SCHEDULE PAGES (continued)

Owner: [John Doe]
Contract Number: [13000000]

BENEFICIARY

[Jack Doe]

SECTION 1: SCHEDULE PAGES

Owner:	[John Doe]
Oldest Owner's Age:	[65]
Oldest Owner's Sex:	[Male]
Contract Number:	[13000000]
Initial Premium Payment:	[\$100,000.00]
Contract Date:	[February 1, 2006]
Maturity Date:	[February 1, 2036]
Annuitant:	[John Doe]
Annuitant Age:	[65]
Annuitant Sex:	[Male]
[Joint Annuitant:	[Jane Doe]
Joint Annuitant Age:	[65]
Joint Annuitant Sex:	[Female]]
Beneficiary:	[As specified later in this Section 1]
Death Benefit Option:	[4 – Greater of Annual Step-up or Annual Roll-up]
Maximum Annuitant Annuitization Age:	[95]
Maximum Owner Annuitization Age:	[95]
Terminal Illness Period:	[6 months]
Elimination Period	[120 days]
Maximum Guaranteed Interest Account Percentage:	[5%]
Guaranteed Minimum Interest Rate:	[2.15% for the calendar year of issue]
Minimum DCA Transfer Amounts:	
Monthly	[\$25]
Quarterly	[\$75]
Semi-Annual	[\$100]
Annual	[\$300]
GIA Transfer Limit:	[1 transfer per Contract Year]
Maximum GIA Transfer Amount	[\$1,000]
Maximum GIA Transfer Percentage	[25%]
GIA Payment Limit	[\$250,000]
Window Period:	[the 30-day period from 15 days before to 15 days after the Guarantee Period expiry date]
Minimum Withdrawal Amount:	[\$100]
Minimum Premium Payment:	[\$200]
Maximum Premium Payment:	[\$1,000,000]
Maximum Aggregate Premium Payment:	[\$5,000,000]
Assumed Investment Rate:	[4.5%]

SECTION 1: SCHEDULE PAGES (continued)

Owner: [John Doe]
Contract Number: [13000000]

Premium Allocation Schedule

[Guaranteed Interest Account:	50%
3 Year Guarantee Period:	25%
Money Market #122:	25%]

SECTION 1: SCHEDULE PAGES (continued)

Owner: [John Doe]
Contract Number: [13000000]

INVESTMENT OPTION FEES

Daily Mortality and Expense Risk Fee: [0.003082% (Based on an annual rate of 1.125%)]

Daily Administrative Fee: [0.000342% (Based on an annual rate of 0.125%)]

CONTRACT CHARGES

[Tax charge: 0.00% of each premium payment]

Maximum Transfer Charge: [\$25 per transfer]

Annual Administrative Charge: [\$35. Charge is waived if Contract Value exceeds \$50,000.]

Surrender Charge: Deducted in accordance with the following
Surrender Charge Schedule*

Complete Years from receipt of each Premium Payment		Surrender Charge Percentage
[0		9%
1		9%
2		9%
3		8%
4		8%
5		7%
6		6%
7		5%
8		4%
9+		3%
10+		0%]

* See Section 10 for a description of how these charges are determined.

SECTION 1: SCHEDULE PAGES (continued)

Owner: [John Doe]
Contract Number: [13000000]

BENEFICIARY

[Jack Doe]



FREE WITHDRAWAL AMOUNT ENDORSEMENT

This endorsement is attached to and made a part of the contract identified below. Except as stated in this endorsement, it is subject to all of the provisions contained in the contract. The endorsement becomes effective on the Contract Date, and may not be issued subsequent to the Contract Date.

SPECIFICATIONS

[Free Withdrawal Earnings Percentage: [10%]]

[Free Withdrawal Eligible Premium Percentage: [10%]]

[Free Withdrawal Contract Value Percentage: [10%]]

[Contract Year Accumulation Percentage: [20%]]

[Subsequent Contract Year Accumulation Percentage: [30%]]

The section of the contract entitled “**Free Withdrawal Amount**” [in Section 10] is deleted and replaced with the following:

[Free Withdrawal Amount

In each Contract Year, you may withdraw a portion of your Contract Value free of any Surrender Charge. This portion is called the Free Withdrawal Amount. The Free Withdrawal Amount is equal to A plus the greater of B and C, where:

A = the sum of all premium payments not previously withdrawn that are no longer subject to Surrender Charges

B = the Free Withdrawal Earnings Percentage

C = (i) minus (ii), where:

(i) = the Free Withdrawal Eligible Premium Percentage

(ii) = any Free Withdrawal Amounts previously withdrawn in the same Contract Year]

[Free Withdrawal Amount

In each Contract Year, you may withdraw a portion of your Contract Value free of any Surrender Charge. This portion is called the Free Withdrawal Amount. During the first Contract Year, the Free Withdrawal Amount is determined at the time of the first withdrawal. After the first Contract Year, the Free Withdrawal Amount is determined as of the previous Contract Anniversary. The Free Withdrawal Amount is equal to A plus the greater of B and C, where:

A = the sum of all premium payments not previously withdrawn that are no longer subject to Surrender Charges

B = the Free Withdrawal Earnings Percentage

C = (i) minus (ii), where:

(i) = the Free Withdrawal Contract Value Percentage

(ii) = any Free Withdrawal Amounts previously withdrawn in the same Contract Year]

[Free Withdrawal Amount]

In each Contract Year, you may withdraw a portion of your Contract Value free of any Surrender Charge. This portion is called the Free Withdrawal Amount. The Free Withdrawal Amount is equal to A plus the greater of B and C, where:

- A = the sum of all premium payments not previously withdrawn that are no longer subject to Surrender Charges
- B = the Free Withdrawal Earnings Percentage
- C = (i) minus (ii), where:
 - (i) = the Free Withdrawal Eligible Premium Percentage
 - (ii) = any Free Withdrawal Amounts previously withdrawn in the same Contract Year

In all Contract Years after the first, any unused percentage of the Free Withdrawal Amount from the prior years may be carried forward to subsequent Contract Years, subject to the following limits:

1. During the second Contract Year, the unused percentage of the Free Withdrawal Amount from the prior year plus the current year Free Withdrawal Amount cannot exceed the Contract Year Accumulation Percentage of the Contract Value as of the end of the prior Contract Year; and
2. During the third and all subsequent Contract Years, the unused percentage of the Free Withdrawal Amount from the prior year plus the current year free withdrawal amount cannot exceed the Subsequent Contract Year Accumulation Percentage of the Contract Value as of the end of the prior Contract Year.]

[Free Withdrawal Amount]

In each Contract Year, you may withdraw a portion of your Contract Value free of any Surrender Charge. This portion is called the Free Withdrawal Amount. During the first Contract Year, the Free Withdrawal Amount is determined at the time of the first withdrawal. After the first Contract Year, the Free Withdrawal Amount is determined as of the previous Contract Anniversary. The Free Withdrawal Amount is equal to A plus the greater of B and C, where:

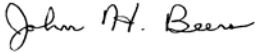
- A = the sum of all premium payments not previously withdrawn that are no longer subject to Surrender Charges
- B = the Free Withdrawal Earnings Percentage
- C = (i) minus (ii), where:
 - (i) = the Free Withdrawal Contract Value Percentage
 - (ii) = any Free Withdrawal Amounts previously withdrawn in the same Contract Year

In all Contract Years after the first, any unused percentage of the Free Withdrawal Amount from the prior years may be carried forward to subsequent Contract Years, subject to the following limits:

1. During the second Contract Year, the unused percentage of the Free Withdrawal Amount from the prior year plus the current year Free Withdrawal Amount cannot exceed the Contract Year Accumulation Percentage of the Contract Value as of the end of the prior Contract Year; and

2. During the third and all subsequent Contract Years, the unused percentage of the Free Withdrawal Amount from the prior year plus the current year free withdrawal amount cannot exceed the Subsequent Contract Year Accumulation Percentage of the Contract Value as of the end of the prior Contract Year.]

PHL Variable Insurance Company

[

]

[Secretary]

next longest duration. To the extent permitted by law, we reserve the right to discontinue Guarantee Periods and to offer other Guarantee Periods that differ from those available at the time your contract was issued. Any withdrawals or transfers from the MVA Account will be subject to a market value adjustment, except that funds may be withdrawn or transferred from this MVA Account without a market value adjustment during the Window Period. We reserve the right to limit cumulative premiums made to any one of these accounts during any one-week period to not more than \$250,000.

SECTION 9: GUARANTEED INTEREST ACCOUNT

Guaranteed Interest Account (GIA)

This contract contains a Guaranteed Interest Account ("GIA") to which premium payments may be allocated. The GIA is not part of the Separate Account or the MVA Account. It is accounted for as part of our General Account. We have the right to add other Guaranteed Interest Accounts subject to approval by the insurance supervisory official of the state where this contract is delivered.

We have the right to impose a GIA Payment Limit, as shown on the schedule pages. We have the right to impose a Maximum Guaranteed Interest Account Percentage limiting the amount of premium that can be allocated to the GIA and the amount of Contract Value that can be transferred to the GIA. We will credit interest daily on any amounts held under the GIA at such rates as we shall determine at an effective annual rate of interest never less than the Guaranteed Minimum Interest Rate shown in the schedule pages. At least monthly, we will set a one-year interest rate that will apply to any premium payment made to the GIA. When a one year period for any premium payment ends, their Adjusted Premiums will receive a new one-year interest rate. That rate will remain in effect for such premium payments, or their resulting Adjusted Premium, for an initial period of one year. In addition to the rate applicable to the initial one-year period, we may credit additional interest for periods less than one year. Upon expiry of the initial one year period, and for any premium payments, or Adjusted Premiums whose one-year interest rate has just ended, shall be the same rate that applies to new premium payments made during the calendar week in which the one-year period expired. Such rate shall likewise remain in effect for such Adjusted Premiums for a subsequent period of one full year.

SECTION 10: WITHDRAWALS, SURRENDER, TERMINATION

Withdrawals

You may request a withdrawal from the Contract Value at any time prior to the Maturity Date, or at any time for amounts held under variable Annuity Payment Options K or L. Such withdrawals must be by written request and must include any tax withholding information we may reasonably require. Applicable Surrender Charges and a market value adjustment will be applied as described in this Section 10 and in Section 11. The Contract Value of each Account will be reduced proportionately, unless otherwise agreed upon, by the Gross Withdrawal. The payment you will receive is the Net Withdrawal.

Free Withdrawal Amount

In each Contract Year, you may withdraw a portion of your Contract Value free of any Surrender Charge. This portion is called the Free Withdrawal Amount. The Free Withdrawal Amount is equal to A plus B, less C, where:

- A = the sum of all premium payments not previously withdrawn that are no longer subject to Surrender Charges
- B = 10% of Eligible Premium Payments
- C = Prior free amounts taken within the same Contract Year

Surrender

You may request to surrender your contract at any time prior to the Maturity Date. Surrenders must be by written request and must include any tax withholding information we may reasonably require. Applicable Surrender Charges and a market value adjustment will be applied as described in Section 11 and in this Section 10. The payment you will receive is the Surrender Value. The Surrender Value is an amount equal to the Contract Value less any applicable charges, market value adjustment, and taxes.

<i>SERFF Tracking Number:</i>	<i>TPCI-125848881</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>PHL Variable Insurance Company</i>	<i>State Tracking Number:</i>	<i>40729</i>
<i>Company Tracking Number:</i>	<i>VASP-ENH2</i>		
<i>TOI:</i>	<i>A03I Individual Annuities - Deferred Variable</i>	<i>Sub-TOI:</i>	<i>A03I.002 Flexible Premium</i>
<i>Product Name:</i>	<i>Bonus Annuity II</i>		
<i>Project Name/Number:</i>	<i>/</i>		

Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number: TPCI-125848881 State: Arkansas
Filing Company: PHL Variable Insurance Company State Tracking Number: 40729
Company Tracking Number: VASP-ENH2
TOI: A03I Individual Annuities - Deferred Variable Sub-TOI: A03I.002 Flexible Premium
Product Name: Bonus Annuity II
Project Name/Number: /

Supporting Document Schedules

Review Status:

Satisfied -Name: Certification/Notice 10/07/2008

Comments:

Attachments:

AR certifications - VASP-ENH2.pdf
AR Reg 6 certification - VASP-ENH2.pdf

Review Status:

Satisfied -Name: Application 10/07/2008

Comments:

Application form OL4317 will be used to apply for this product. This form was approved by your department on 5/15/2008 (SERFF # TPCI-125620485, DOI # 38981)

Review Status:

Satisfied -Name: Cover Letter 10/14/2008

Comments:

Attachment:

AR letter.pdf

Review Status:

Satisfied -Name: Statement of Variability 10/14/2008

Comments:

Attachments:

SOV - VASP-ENH2 - Final 10-10-08.pdf
SOV - VASP-STND2 - Final 10-2-08.pdf
SOV - 08FWAE - Final 10-10-08.pdf

ARKANSAS CERTIFICATION

FORM NO.	VASP-ENH2
FORM TITLE	Flexible Deferred Variable Annuity Contract Schedule Pages
FLESCH SCORE	N/A
FORM NO.	VASP-STND2
FORM TITLE	Flexible Deferred Variable Annuity Contract Schedule Pages
FLESCH SCORE	N/A
FORM NO.	08FWAE
FORM TITLE	Free Withdrawal Amount Endorsement
FLESCH SCORE	N/A
FORM NO.	08VA
FORM TITLE	Variable Annuity Contract Insert Page
FLESCH SCORE	N/A

I hereby certify the following:

- To the best of my knowledge and belief, the above form(s) and submission comply with Reg. 19 and Reg. 49, as well as the other laws and regulations of the State of Arkansas.
- The attached forms have achieved Flesch Reading Ease scores in compliance with Arkansas Code 23-80-206.
- The attached forms comply with ACA 23-79-138 and Bulletin 11-88.

PHL Variable Insurance Company

Signature: 

Name: **Scott Zweig**
Title: **Compliance Consultant**
Date: **October 9, 2008**

ARKANSAS CERTIFICATION

FORM NO.	VASP-ENH2
FORM TITLE	Flexible Deferred Variable Annuity Contract Schedule Pages
FLESCH SCORE	N/A
FORM NO.	VASP-STND2
FORM TITLE	Flexible Deferred Variable Annuity Contract Schedule Pages
FLESCH SCORE	N/A
FORM NO.	08FWAE
FORM TITLE	Free Withdrawal Amount Endorsement
FLESCH SCORE	N/A
FORM NO.	08VA
FORM TITLE	Variable Annuity Contract Insert Page
FLESCH SCORE	N/A

I hereby certify the following:

- To the best of my knowledge and belief, the above form(s) and submission comply with the applicable subsections of Regulation 6.

PHL Variable Insurance Company

Signature: 

Name: **Peter Scavongelli**
Title: **Vice President, Life & Annuity State/SEC Compliance**
Date: **October 30, 2008**



Scott Zweig - State Compliance Consultant

Life & Annuity State Compliance Office
One American Row Hartford, CT 06102-5056
(860) 403-5951 Fax: (860) 403-7252
Toll Free: 1-800-349-9267 (press 2, then 6)
Email: Scott.Zweig@phoenixwm.com

October 14, 2008

Mr. Joe Musgrove
Department of Insurance
State of Arkansas
1200 West Third Street
Little Rock, Arkansas 72201

Re: **PHL Variable Insurance Company**
NAIC #: 93548, FEIN #: 06-1045829

For Approval Purposes

Form VASP-ENH2 - Flexible Deferred Variable Annuity Contract Schedule Pages
Form VASP-STND2 - Flexible Deferred Variable Annuity Contract Schedule Pages
Form 08FWAE – Free Withdrawal Amount Endorsement
Form 08VA – Variable Annuity Contract Insert Page

Dear Mr. Musgrove:

We are filing the above-referenced forms for approval in your jurisdiction. The forms are filed in accordance with the applicable statutes and regulations of your jurisdiction and are laser printed, subject only to minor variations in paper stock, color, fonts, duplexing, and positioning. These forms are new and are not intended to replace existing forms. The forms will be effective on the date of approval. These forms will be marketed to the general public. They were approved by our domiciliary state of Connecticut for use outside of Connecticut effective October 10, 2008.

The forms included in this filing have been designed for use with form 08VA, a Flexible Premium Deferred Variable Annuity Contract that was recently submitted to your department on 8/29/2008 (SERFF # TPCI-125774200, DOI# 40127) and is currently under review. **Please note that because contract form 08VA is not yet approved, it has not been issued in your state.**

When contract form 08VA is elected on a standard basis without any optional enhancements, form **VASP-STND2**, standard schedule pages, will be issued with the contract. When form 08VA is elected with the optional premium enhancement feature, form **VASP-ENH2**, enhanced schedule pages, will be issued with the contract. If elected, this feature provides for a credit, or premium enhancement, to the contract value. The amount of the premium enhancement will be based on the amount of the premium payment and the applicable percentage shown in the schedule pages. The company reserves the right to offer this optional enhancement feature after issue. In addition to the ordinary case-specific information captured in schedule pages, the enhanced schedule pages also provide product information that is specific to the optional premium enhancement feature.

Form **08FWAE** is an optional endorsement that provides four alternate free withdrawal amount formulas. When this endorsement is issued, only one of the bracketed formulas, and their associated variable fields, will appear. This form will be administered in a uniform, non-discriminatory manner.

Insert page **08VA**, is intended to replace the corresponding page of the base contract (page 14). This page contains a revised Free Withdrawal Amount formula that reflects an updated product design. We request that this insert page be substituted for the version of the page contained in the 08VA contract that

is currently on file with your department. Once approved this insert page will be incorporated into the base contract, and will be issued to all new business. No changes have been made to any other part of the contract form.

This submission, including charges and other values, is for specimen purposes only. Other scenarios may generate additional text information in the specifications and tables section of the schedule pages. An actuarial memorandum is enclosed for these forms.

We intend to file these forms in all 50 States plus the District of Columbia and Puerto Rico.

Text ordinarily bracketed appears in the schedule pages. See the attached Statement of Variability for a more complete description.

We have not included any Flesch score or Readability Certificate for these forms as state readability requirements generally exempt annuity products filed as securities under Federal Securities Laws.

Your attention to this submission is appreciated. Should you have any questions regarding any of the materials in this filing, please do not hesitate to contact me at 1-860/403-5951, by fax at (860) 403-7252 or by e-mail at scott.zweig@phoenixwm.com.

Sincerely,

A handwritten signature in cursive script that reads "Scott Zweig".

Scott Zweig
State Compliance Coordinator

Statement of Variability

Form VASP-ENH2

This Statement of Variability sets forth the variable information which will appear in brackets in form **VASP-ENH2 (Contract Schedule Pages)**. If the optional Premium Enhancement feature is elected, these schedule pages will accompany the contract. No change in variability will be made which in any way expands the scope of the wording being changed.

Page 3 – VASP-ENH2

Owner: The Owner's name will appear in this field.

Oldest Owner's Age: The current age of the oldest Owner will appear in this field

Oldest Owner's Sex: The oldest Owner's sex will appear in this field.

Contract Number: The unique number for each contract will appear in this field.

Initial Premium Payment: The initial premium payment chosen by the Owner will appear in this field.

Contract Date: The date the contract is issued and the date from which Contract Years are measured, will appear in this field.

Maturity Date: The date determined by the latest of: (a) the Contract Anniversary nearest the oldest Annuitant's Maximum Annuitant Annuitization Age, (b) the Contract Anniversary nearest the Oldest Owner's Maximum Owner Annuitization Age, or (c) ten years from the Contract Date will appear in this field.

Annuitant: The name of the Annuitant will appear in this field.

Annuitant Age: The current age of the Annuitant will appear in this field.

Annuitant Sex: The sex of the Annuitant will appear in this field.

We have bracketed the next 3 fields referencing a Joint Annuitant since they will not appear if there is only an individual Annuitant.

Joint Annuitant: The name of the Joint Annuitant, if any, will appear in this field.

Joint Annuitant Age: The age of the Joint Annuitant, if any, will appear in this field.

Joint Annuitant Sex: The sex of the Joint Annuitant, if any, will appear in this field.

Beneficiary: The name of the Beneficiary, as specified by the Owner, will appear in this field.

Death Benefit Option: The Death Benefit Option selected as issue, will appear in this field.

Maximum Annuitant Annuitization Age: The maximum age of an Annuitant used in the determination of the maximum Maturity Date will appear in this field. Should we change this age, it would be for new issues only and could range from 0 to 95.

Maximum Owner Annuitization Age: The maximum age of an Owner used in the determination of the maximum Maturity Date will appear in this field. Should we change this age, it would be for new issues only and could range from 0 to 95.

Terminal Illness Period: The length of the Terminal Illness Period, will appear in this field. Should we change the length of this period, it would be for new issues only and could range from 0 to 36.

Elimination Period: The minimum period of time, in days, which an Owner must be confined to a Licensed Nursing Home for the Nursing Home Waiver to be exercised will appear in this field. Should we change the length of this period, it would be for new issues only and could range from 0 to 365.

Maximum Guaranteed Interest Account Percentage: The maximum GIA percentage will appear in this field. Should we change this percentage, it would be for new issues only and could range from 0% to 100%.

Guaranteed Minimum Interest Rate: The guaranteed minimum interest rate for the calendar year of issue will appear in this field. Should we change this, it would be for new issues only and could range from 1.0% to 3.0%.

Minimum DCA Transfer Amounts:

Monthly: The minimum amount that may be transferred under the DCA program per month will appear in this field. Should we change this amount it would be for new issues only and could range from \$0 to \$1,000.

Quarterly: The minimum amount that may be transferred under the DCA program per quarter will appear in this field. Should we change this amount it would be for new issues only and could range from \$0 to \$1,000.

Semi-Annual: The minimum amount that may be transferred semi-annually under the DCA program will appear in this field. Should we change this amount it would be for new issues only and could range from \$0 to \$1,000.

Annual: The minimum amount that may be transferred under the DCA program per year will appear in this field. Should we change this amount it would be for new issues only and could range from \$0 to \$1,000.

GIA Transfer Limit: The number of GIA transfers allowed per Contract Year will appear. Should we change this, it would be for new issues only and could range from 0 to 12.

Maximum GIA Transfer Amount: The maximum amount that may be transferred from the GIA at any one time will appear. Should we change this, it would be for new issues only and could range from \$0 to \$50,000,000.

Maximum GIA Transfer Percentage: The maximum percentage of the GIA that may be transferred from the GIA at any one time will appear. Should we change this, it would be for new issues only and could range from 0 to 100%.

GIA Payment Limit: The maximum amount of cumulative premium payments that can be made to the GIA in any one-week period Year will appear. Should we change this, it would be for new issues only and could range from \$0 to \$50,000,000.

Window Period: The window period will appear in this field. Should we change the length of this period, it would be for new issues only and could range from 0 to 60.

Minimum Withdrawal Amount: The minimum amount that may be withdrawn from the contract upon each withdrawal will appear in this field. Should we change this amount it would be for new issues only and could range from \$0 to \$5,000.

Minimum Premium Payment: The minimum amount that may be paid as a premium, excluding the Initial Premium Payment, will appear in this field. Should we change this amount it would be for new issues only and could range from \$0 to \$50,000.

Maximum Premium Payment: The maximum premium amount that may be paid into the contract in any year will appear in this field. Should we change this amount it would be for new issues only and could range from \$0 to \$50,000,000.

Maximum Aggregate Premium Payment: The maximum amount of total premiums paid into the contract, including the Initial Premium Payment, allowed will appear in this field. Should we change this amount it would be for new issues only and could range from \$0 to \$50,000,000.

Assumed Investment Rate: The assumed investment rate will appear in this field.

Page 4

Owner: The Owner's name will appear in this field.

Contract Number: The unique number for each contract will appear in this field.

Premium Allocation Schedule: The fund(s) in which the Owner chooses to invest the Initial Premium Payment will appear in this field.

Page 5

Owner: The Owner's name will appear in this field.

Contract Number: The unique number for each contract will appear in this field.

Premium Enhancement: The table contains the percentages used to determine the Premium Enhancement credited to the contract with each premium payment. Should we change this amount or percentage it would be for new issues only and could range from 0% to 10%. This explanation also applies to the alternate tables listed on the following page.

The table also contains the thresholds at which premium enhancement percentages change. Should we change these amounts it would be for new issues only and could range from \$0 to \$1,000,000. Should we change the number of years, it would be for new issues only and could range from 1 year to 10 years. This explanation also applies to the alternate tables listed on the following page.

The age listed in the header of the first row of the table is bracketed to indicate that it may change. Should we change this age it would be for new issues only and could range from 0 to 95 years. This explanation also applies to the alternate tables listed on the following page.

The entire table is bracketed to indicate that it may or may not appear, depending on the age of the oldest Owner on the Contract Date. If the age of the oldest Owner on the Contract Date meets the age criteria shown on the table, then it will appear. If the age of the oldest Owner on the Contract Date does not meet that criteria then one of the alternate tables shown below, will appear.

[Age of Oldest Owner on Contract Date Ages [71-80]			
[Contract Years]	[Net Cumulative Premium Payment ²]		
	[up to \$100,000]	At least \$100,000, but less than \$1,000,000	\$1,000,000+
1	7.0%	7.0%	7.0%
2	7.0%	7.0%	7.0%
3	7.0%	7.0%	7.0%
4	7.0%	7.0%	7.0%
5]	7.0%	7.0%	7.0%]]

[Age of Oldest Owner on Contract Date Ages [81+]			
[Contract Years]	[Net Cumulative Premium Payment ²]		
	[up to \$100,000]	At least \$100,000, but less than \$1,000,000	\$1,000,000+
1	7.0%	7.0%	7.0%
2	7.0%	7.0%	7.0%
3	7.0%	7.0%	7.0%
4	7.0%	7.0%	7.0%
5]	7.0%	7.0%	7.0%]]

(Please note that all of the variability explanations listed above apply to these tables.)

Premium Enhancement End Date: The date that the Company will no longer apply Premium Enhancements to the contract will appear in this field. This could be either the Oldest Owner's or Oldest Annuitant's birthday. Should we change this it would be for new issues only and could range from their 0 to 95th birthday.

Additional Enhancement Period: The time period within which we will allow additional premium payments to be aggregated for the purpose of determining the Premium Enhancement amount will appear in this field. Should we change this it would be for new issues only and could range from 0 to the life of entire contract.

Page 6

Owner: The Owner's name will appear in this field.

Contract Number: The unique number for each contract will appear in this field.

The number of months used to determine the time period prior to the date a surrender charge is waived under nursing home waiver or terminal illness waiver is bracketed. The Premium Enhancements credited during this period of time, not previously assessed a Premium Enhancement Recapture Charge, will be deducted from the Contract appears on this page. Should we change the length of this period, it would be for new issues only and could range from 0 to 36.

The number of months used to determine the time period prior to the date of death of owner is bracketed. The Premium Enhancements credited during this period of time, not previously assessed a Premium Enhancement Recapture Charge, will be deducted from the Contract appears on this page. Should we change the length of this period, it would be for new issues only and could range from 0 to 36.

The number of months used to determine the time period prior to the calculation of annuity payments is bracketed. The Premium Enhancements credited during this period of time, not previously assessed a Premium Enhancement Recapture Charge, will be deducted from the Contract appears on this page. Should we change the length of this period, it would be for new issues only and could range from 0 to 60.

Page 7

Owner: The Owner's name will appear in this field.

Contract Number: The unique number for each contract will appear in this field.

Daily Mortality and Expense Risk Fee: The Mortality and Expense Risk Fee will appear in this field. The maximum fee is currently 1.875% annually (0.005186% daily). Should we change this charge it would be for new issues only and could range from 0.00% annually (0.000000% daily) to 1.875% annually (0.005186% daily).

Daily Administrative Fee: The Daily Administrative Fee will appear in this field. The maximum fee is currently 0.125% annually (0.000343% daily). Should we change this charge it would be for new issues only and could range from 0.00% annually (0.000000% monthly) to 0.125% annually (0.000343% daily).

Tax Charge: the percentage based tax charge applicable to each premium payment, if any, will appear in this field. This entire field is bracketed to indicate that if there is no tax charge, the field will not appear.

Maximum Transfer Charge: The maximum amount that we charge for each transfer after the first 12 free transfers in any Contract Year will appear in this field. The maximum charge is currently \$25. Should we change this charge it would be for new issues only and could range from \$0 to \$50.

Annual Administration Charge: The Annual Administrative Charge will appear in this field. The maximum charge is currently \$35. Should we change this charge it would be for new issues only and could range from \$0 to \$35.

Surrender Charge: The percentages used in determining the appropriate surrender charge will appear in this table. Should we change these years or percentages it would be for new issues only and could range from 0 – 10 years and 0 – 10% respectively.

Page 8

Owner: The Owner's name will appear in this field.

Contract Number: The unique number for each contract will appear in this field.

Premium Enhancement Fee: The Premium Enhancement Fee percentage and the number of Contract Years for which it will be calculated will appear in this table. Should we change the amount of time it would be for new issues only and could range from 0 years to the life of the contract. Should we change the percentage it would be for new issues only and could range from 0% to 2.00% respectively.

Premium Enhancement Recapture Charge: The percentage of the Premium Enhancement that we will recapture and the number of years from which it will be measured will appear in this table. Should we change this amount of time or percentage it would be for new issues only and could range from 0 to 10 years and 0% to 100% respectively.

Page 9

Owner: The Owner's name will appear in this field.

Contract Number: The unique number for each contract will appear in this field.

Beneficiary: The name of the Beneficiary, as specified by the Owner, will appear in this field.

Statement of Variability

Form VASP-STND2

This Statement of Variability sets forth the variable information which will appear in brackets in form **VASP-STND2 (Contract Schedule Pages)**. If the optional Premium Enhancement feature is elected, these schedule pages will accompany the contract. No change in variability will be made which in any way expands the scope of the wording being changed.

Page 3 – VASP-STND2

Owner: The Owner's name will appear in this field.

Oldest Owner's Age: The current age of the oldest Owner will appear in this field

Oldest Owner's Sex: The oldest Owner's sex will appear in this field.

Contract Number: The unique number for each contract will appear in this field.

Initial Premium Payment: The initial premium payment chosen by the Owner will appear in this field.

Contract Date: The date the contract is issued and the date from which Contract Years are measured, will appear in this field.

Maturity Date: The date determined by the latest of: (a) the Contract Anniversary nearest the oldest Annuitant's Maximum Annuitant Annuitization Age, (b) the Contract Anniversary nearest the Oldest Owner's Maximum Owner Annuitization Age, or (c) ten years from the Contract Date will appear in this field.

Annuitant: The name of the Annuitant will appear in this field.

Annuitant Age: The current age of the Annuitant will appear in this field.

Annuitant Sex: The sex of the Annuitant will appear in this field.

We have bracketed the next 3 fields referencing a Joint Annuitant since they will not appear if there is only an individual Annuitant.

Joint Annuitant: The name of the Joint Annuitant, if any, will appear in this field.

Joint Annuitant Age: The age of the Joint Annuitant, if any, will appear in this field.

Joint Annuitant Sex: The sex of the Joint Annuitant, if any, will appear in this field.

Beneficiary: The name of the Beneficiary, as specified by the Owner, will appear in this field.

Death Benefit Option: The Death Benefit Option selected as issue, will appear in this field.

Maximum Annuitant Annuitization Age: The maximum age of an Annuitant used in the determination of the maximum Maturity Date will appear in this field. Should we change this age, it would be for new issues only and could range from 0 to 95.

Maximum Owner Annuitization Age: The maximum age of an Owner used in the determination of the maximum Maturity Date will appear in this field. Should we change this age, it would be for new issues only and could range from 0 to 95.

Terminal Illness Period: The length of the Terminal Illness Period, will appear in this field. Should we change the length of this period, it would be for new issues only and could range from 0 to 36.

Elimination Period: The minimum period of time, in days, which an Owner must be confined to a Licensed Nursing Home for the Nursing Home Waiver to be exercised will appear in this field. Should we change the length of this period, it would be for new issues only and could range from 0 to 365.

Maximum Guaranteed Interest Account Percentage: The maximum GIA percentage will appear in this field. Should we change this percentage, it would be for new issues only and could range from 0% to 100%.

Guaranteed Minimum Interest Rate: The guaranteed minimum interest rate for the calendar year of issue will appear in this field. Should we change this, it would be for new issues only and could range from 1.0% to 3.0%.

Minimum DCA Transfer Amounts:

Monthly: The minimum amount that may be transferred under the DCA program per month will appear in this field. Should we change this amount it would be for new issues only and could range from \$0 to \$1,000.

Quarterly: The minimum amount that may be transferred under the DCA program per quarter will appear in this field. Should we change this amount it would be for new issues only and could range from \$0 to \$1,000.

Semi-Annual: The minimum amount that may be transferred semi-annually under the DCA program will appear in this field. Should we change this amount it would be for new issues only and could range from \$0 to \$1,000.

Annual: The minimum amount that may be transferred under the DCA program per year will appear in this field. Should we change this amount it would be for new issues only and could range from \$0 to \$1,000.

GIA Transfer Limit: The number of GIA transfers allowed per Contract Year will appear. Should we change this, it would be for new issues only and could range from 0 to 12.

Maximum GIA Transfer Amount: The maximum amount that may be transferred from the GIA at any one time will appear. Should we change this, it would be for new issues only and could range from \$0 to \$50,000,000.

Maximum GIA Transfer Percentage: The maximum percentage of the GIA that may be transferred from the GIA at any one time will appear. Should we change this, it would be for new issues only and could range from 0 to 100%.

GIA Payment Limit: The maximum amount of cumulative premium payments that can be made to the GIA in any one-week period Year will appear. Should we change this, it would be for new issues only and could range from \$0 to \$50,000,000.

Window Period: The window period will appear in this field. Should we change the length of this period, it would be for new issues only and could range from 0 to 60.

Minimum Withdrawal Amount: The minimum amount that may be withdrawn from the contract upon each withdrawal will appear in this field. Should we change this amount it would be for new issues only and could range from \$0 to \$5,000.

Minimum Premium Payment: The minimum amount that may be paid as a premium, excluding the Initial Premium Payment, will appear in this field. Should we change this amount it would be for new issues only and could range from \$0 to \$50,000.

Maximum Premium Payment: The maximum premium amount that may be paid into the contract in any year will appear in this field. Should we change this amount it would be for new issues only and could range from \$0 to \$50,000,000.

Maximum Aggregate Premium Payment: The maximum amount of total premiums paid into the contract, including the Initial Premium Payment, allowed will appear in this field. Should we change this amount it would be for new issues only and could range from \$0 to \$50,000,000.

Assumed Investment Rate: The assumed investment rate will appear in this field.

Page 4

Owner: The Owner's name will appear in this field.

Contract Number: The unique number for each contract will appear in this field.

Premium Allocation Schedule: The fund(s) in which the Owner chooses to invest the Initial Premium Payment will appear in this field.

Page 5

Owner: The Owner's name will appear in this field.

Contract Number: The unique number for each contract will appear in this field.

Daily Mortality and Expense Risk Fee: The Mortality and Expense Risk Fee will appear in this field. The maximum fee is currently 1.875% annually (0.005186% daily). Should we change this charge it would be for new issues only and could range from 0.00% annually (0.000000% daily) to 1.875% annually (0.005186% daily).

Daily Administrative Fee: The Daily Administrative Fee will appear in this field. The maximum fee is currently 0.125% annually (0.000343% daily). Should we change this charge it would be for new issues only and could range from 0.00% annually (0.000000% monthly) to 0.125% annually (0.000343% daily).

Tax Charge: the percentage based tax charge applicable to each premium payment, if any, will appear in this field. This entire field is bracketed to indicate that if there is no tax charge, the field will not appear.

Maximum Transfer Charge: The maximum amount that we charge for each transfer after the first 12 free transfers in any Contract Year will appear in this field. The maximum charge is currently \$25. Should we change this charge it would be for new issues only and could range from \$0 to \$50.

Annual Administration Charge: The Annual Administrative Charge will appear in this field. The maximum charge is currently \$35. Should we change this charge it would be for new issues only and could range from \$0 to \$35.

Surrender Charge: The percentages used in determining the appropriate surrender charge will appear in this table. Should we change these years or percentages it would be for new issues only and could range from 0 – 10 years and 0 – 10% respectively.

Page 6

Owner: The Owner's name will appear in this field.

Contract Number: The unique number for each contract will appear in this field.

Beneficiary: The name of the Beneficiary, as specified by the Owner, will appear in this field.

Statement of Variability

Form 08FWAE

This Statement of Variability sets forth the variable information which will appear in brackets in form **08FWAE (Endorsement)**. No change in variability will be made which in any way expands the scope of the wording being changed.

08FWAE – Page 1

Free Withdrawal Earnings Percentage: The percentage of Earnings that will be used to calculate the free withdrawal amount will appear in this field. This field will appear when any of the four possible formulas listed on the endorsement are used. Should we change this percentage it would be for new issues only and could range from 0% to 100%.

Free Withdrawal Eligible Premium Percentage: The percentage of Eligible Premium that will be used to calculate the free withdrawal amount will appear in this field. This field will only appear when the endorsement is issued containing either the first or third formula. Should we change this percentage it would be for new issues only and could range from 0% to 50%.

Free Withdrawal Contract Value Percentage: The percentage of Contract Value that will be used to calculate the free withdrawal amount will appear in this field. This field will only appear when the endorsement is issued containing either the second or third formula. Should we change this percentage it would be for new issues only and could range from 0% to 50%.

Contract Year Accumulation Percentage: The percentage of the Contract Value used to determine the percentage of the free withdrawal amount that can be carried forward during the second Contract Year will appear in this field. This field will only appear when the endorsement is issued containing either the third or fourth formula. Should we change this percentage it would be for new issues only and could range from 0% to 50%.

Subsequent Contract Year Accumulation Percentage: The percentage of the Contract Value used to determine the percentage of the free withdrawal amount that can be carried forward during the third and all subsequent Contract Years will appear in this field. This field will only appear when the endorsement is issued containing either the third or fourth formula. Should we change this percentage it would be for new issues only and could range from 0% to 50%.

The phrase “in Section 10” is bracketed to indicate that when this endorsement is used with other annuity contracts, the part of the contract containing the free withdrawal amount formula being replaced may not be section 10. It may be another section or part of the contract.

Pages 1-3

Each of the four variations of the Free Withdrawal Amount formula is bracketed to indicate that they will not be used at the same time. When this endorsement is issued, it will only contain one of the four possible formulas.

Page 3

We have placed brackets around the Company officer signatures to indicate that the officer names may change in the future.